

Exhibit 1



Littler Mendelson, PC
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April 25, 2016

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SENT VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED NO. 7015 1520 0002 4710 7392

Daryl Sinkule
Shellist Lazarz Slobin LLP
11 Greenway Plaza, Suite 1515
Houston, Texas 77046

Re: Civil Action No. 4:16-CV-00730; *Justin Novick, Chris Kehn, James Abraham and Zahid Islam, on behalf of themselves and others similarly situated v. Shipcom Wireless, Inc.*;
In the United States District Court for the Southern District of Texas, Houston Division

Dear Mr. Sinkule:

Enclosed is Defendant's Offer of Judgment to Zahid Islam relative to the above-referenced matter. Please advise, in writing, of Plaintiffs' acceptance, rejection or counter-offer by 5:00 PM within fourteen (14) days of your receipt of this offer.

Thank you for your attention to this matter.

Very truly yours,

Karmyn W. McCloud

KWM/las
Enclosure/as stated

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calculated by using the Fluctuating Work Week Method espoused by the Fifth Circuit.

3. This Offer is made in full settlement of Islam's claims and issues under the Fair Labor Standard Act against Shipcom and the privies arising out of, alleged in, or related to, the facts and transactions alleged in the Complaint in the above-captioned action.

4. The purpose of this Offer of Judgment is to encourage settlement and avoid litigation. This Offer of Judgment is not an admission of liability and is not to be construed as an admission that Shipcom is liable in this action, that Islam suffered any damages, or that Shipcom violated the Fair Labor Standards Act or any other law. Although Shipcom contends that the claims in this action are without merit, it proposes to allow judgment to be entered against it in accordance with Rule 68 of the Federal Rules of Civil Procedure, solely for the purpose of resolving Islam's claims under the Fair Labor Standards Act, without the costs and burdens associated with further litigation.

5. This Offer of Judgment may be accepted in writing within fourteen (14) days of service. No verbal communications shall constitute an acceptance, rejection or counter-offer to this Offer of Judgment. If, within fourteen (14) days after being served, Islam serves notice accepting the Offer, any party may then file the Offer and Notice of Acceptance, plus proof of service, so that the clerk may then enter judgment. This Offer of Judgment shall be deemed rejected unless accepted by the Islam by delivery of a written notice of acceptance within fourteen (14) days of service of the Offer of Judgment.

6. By accepting this Offer of Judgment, Islam foregoes any right to relief for their claims under the Fair Labor Standards Act in the above-captioned action.

Dated April 25, 2016

Respectfully submitted,

Of Counsel:

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/s/ Kerry E. Notestine

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ATTORNEYS FOR DEFENDANT
SHIPCOM WIRELESS, INC.

Certificate of Service

I hereby certify that, on April 25, 2016, I sent the foregoing document certified mail to the Counsel of Record at the following address:

Daryl Sinkule
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dsinkule@eeoc.net
Attorney For Plaintiff
Sent Via CM/RRR No. 7015 1520 0002 4710 8392

/s/ Karmyn McCloud

Karmyn McCloud

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